

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
PURCHASING BUREAU
165 MITCHELL BUILDING
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529
www.mt.gov/doa/ppd/index.htm

T.C. #410-B

LAMPS

CONTRACT PERIOD	FROM	September 1, 1997	CONTRACT YEAR	NEW ()
	TO	August 31, 1998		RENEW (XX) 3rd & Final Year
VENDOR ADDRESS	Crescent Electric Supply Various Locations See Section 4.1		ORDER ADDRESS	Various Locations See Section 4.1
ATTN:	Jerry Tucker		ATTN:	
PHONE:	(406) 727-1039		PHONE:	
FAX:	(406) 727-1072		FAX:	

PRICES ➤ 75% off General Electric Price Schedule 9002, effective 11/01/94.
68% off General Electric Price Schedule 9002-EXE. effective 11/01/94.

DELIVERY ➤ Stock to 14 Days ARO

F.O.B. ➤ Destination on orders of \$50.00 or more

TERMS ➤ Net 30 Days

REMARKS:

All T8 technology lamps are covered under the 9002-EXE. price schedule.

See price discount schedule for lamps available on an optional use basis. Catalogs are available from Crescent Electric upon request.

BRAD SANDERS, Contracts Officer

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT
Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

INCANDESCENT/FLUORESCENT LAMPS

1.0 SCOPE

- 1.1 The purpose of this Term Contract is for the purchase of incandescent and fluorescent lamps for all agencies of the State of Montana for the period of September 1, 1995 through August 31, 1996.

The term of this contract will be one (1) year with contract prices remaining firm for the duration of the contract. CONTRACTOR WILL NOT SHIP UNTIL REQUESTED TO DO SO. Agency need will determine actual order requirements.

1.2 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed two (2) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a three (3) year period.

1.3 Termination

The State of Montana reserves the right to cancel any contract resulting from this Invitation for Bid if products provided by a Bidder are considered unacceptable by using agencies and the Department. The State may cancel this contract for cause upon written notice to the Contractor.

1.4 Definitions

- a. **Department/State Agency** An administrative division of State government to include State institutions, colleges, universities and agencies.
- b. **Contractor** An individual, company, corporation, firm or combination thereof with whom the State of Montana develops a purchasing agreement or contract for the procurement of goods.
- c. **Bidder** An individual, company, corporation, firm or combination thereof submitting a bid to the State of Montana.

1.5 COOP TC

Bidder agrees to sell the goods and services on this contract to political subdivisions registered with the Purchasing Bureau. (If reply is "NO", attach a letter to this bid response explaining the reason(s) for declining participation by political subdivisions).

Yes ☒ No ☐

INCANDESCENT/FLUORESCENT LAMPS

2.0 GENERAL INFORMATION

2.1 State agencies are required to use this contract for their lamp purchases, except those that may be added as "optional" to the awarded Contractor, unless they can justify to the State Purchasing Bureau that their lamp needs are not met through this contract.

2.2 "Deleted"

2.3 Ordering

State agencies will place orders, using the contract identification number, by agency purchase order. Delivery will be F.O.B. destination, freight paid by the Contractor. See Section 3.4

2.4 TERM CONTRACT REPORTING

Twice yearly, the successful term contract holder(s) shall furnish to the State of Montana, Purchasing Bureau, reports of term contract usage. Each report shall contain the product name, size, total quantity sold of each item and total dollars expended. One report shall be due at the end of the first six months of the contract, while the other report shall be due ten weeks prior to the expiration date of the contract. Reported volumes and dollar totals may be checked by the Purchasing Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or removal of the supplier's name from the responsible bidders list.

2.5 Assignment and Transfer

Contractor shall not subcontract or assign its' obligations under this contract without the prior written consent of the State and if such subcontracting is approved, all requirements of the contract shall be binding to the subcontractor.

3.0 CONTRACT SPECIFICATIONS

3.1 The Contractor must provide incandescent and fluorescent lamps for all institutions, colleges, universities and agencies of the State of Montana. All lamps delivered must be of current manufacture and must meet or exceed Federal Specifications: W-L-50; W-L-71; W-L-74; W-L-101; W-L-111; W-L-116; W-L-122; and W-L-126 as supplemented and amended to date.

3.2 The Contractor must provide catalogs and price information as requested (approximately 140) to the various agencies. These catalogs shall indicate energy saving alternates available for the standard lamps; with information to readily compare average life, mean lumens and actual

INCANDESCENT/FLUORESCENT LAMPS

wattage.

- 3.3 In-state warehousing for all commonly used lamps must be established to care for immediate and emergency needs. The in-state warehouse shall be manned (during the locally accepted business hours) by personnel authorized to process and ship the lamps ordered immediately. If orders cannot be immediately filled, the Contractor must give estimates of supply dates. All common stock items must be shipped immediately; most other orders within ten (10) working days. Failure to provide the lamps within the stated time frames, or continuous delays, may be cause for contract cancellation.
- 3.4 All orders of \$50.00 or more shall be shipped F.O.B. delivered to the user agency, freight paid by the vendor. Orders less than \$50.00 shall be shipped F.O.B. destination, freight prepaid and added to the invoice as a separate line item.

4.0 BID/CONTRACT AWARD

- 4.1 The address and telephone number where orders are to be placed, please contact the nearest location. Contractor guarantees to carry a stock of all commonly used lamps at the following location(s):

Crescent Electric
205 Moore Lane
Billings MT 59104
Bob Patterson
(406)252-0216

Crescent Electric
901 Bridger Dr
Bozeman MT 59715
Greg Flaherty
(406)586-4545

Crescent Electric
821 So Arizona
Butte MT 59701
Tom McGarry
(406)723-5451

Crescent Electric
100 9th Ave So
Great Falls MT 59405
Jerry Tucker
(406)727-1039

Crescent Electric
1351 Orange Ave
Helena MT 59601
Randy Shires
(406)442-3715

Crescent Electric
770 No Meridian
Kalispell MT 59901
Craig Chute
(406)756-9686

Crescent Electric
907 Marshall
Missoula MT 59801
Rich Busa
(406)543-5151

No collect calls.

INCANDESCENT/FLUORESCENT LAMPS

Hours of operation: 8:00 A.M. TO 5:00 P.M., Monday thru Friday.

- 4.2 The catalog, price sheets and quoted discount shall remain in effect **FOR THE ENTIRE TERM OF THE CONTRACT** and any succeeding renewals.

BRAND: General Electric

CATALOG NUMBER AND
DATE OF ISSUE: 9200 - 1993

PRICE SHEET AND
DATE OF ISSUE: 9002 Effective November 1994

4.3 Pricing

1. **285-50**
Incandescent and Fluorescent

Total discount allowed on all incandescent and fluorescent lamps from the catalog and price lists included with this bid (only one bid discount percentage will be considered for the incandescent and fluorescent lamp types above):

PERCENTAGE OF DISCOUNT: 75%
[1]

2. **285-50**
"T8" Lamps

Total discount allowed on all T8 "Technology" lamps from the catalog and price lists included with this bid, (only one bid discount percentage will be considered for T8 Technology lamps:

PERCENTAGE OF DISCOUNT: 68%
[2]

4.4 OPTIONAL LAMPS

Usage by state agencies is recommended by not mandatory for these items.

Category	Catalog No.	Price Sheet No.	Disc.
Audio/Visual:	<u>General Electric</u>	<u>PH3200-R</u>	<u>64.5%</u>
STTV:	<u>General Electric</u>	<u>PH3200-R</u>	<u>64.5%</u>
Sealed Beam:	<u>General Electric</u>	<u>M-5020</u>	<u>31%</u>
Miniatures:	<u>General Electric</u>	<u>M-5020</u>	<u>31%</u>

TC #410-B
08/14/95

INCANDESCENT/FLUORESCENT LAMPS

Photo Lamps:	<u>General Electric</u>	<u>PH3200-R</u>	<u>64.5%</u>
Compact Fluorescent:	<u>General Electric</u>	<u>9002</u>	<u>25%</u>